BEFORE

THE PUBLIC SERVICE COMMISSION OF

SOUTH CAROLINA

DOCKET NO. 2021-359-T - ORDER NO. 2022-131

APRIL 11, 2021

IN RE:	Application of Dexter Williams d/b/a Trained)	ORDER GRANTING
	to Go Movers for a Class E (Household)	CLASS E HOUSEHOLD
	Goods) Certificate of Public Convenience and)	GOODS MOTOR
	Necessity for Operation of a Motor Vehicle)	CARRIER CERTIFICATE
	Carrier)	

I. INTRODUCTION

This matter comes before the Public Service Commission of South Carolina (Commission) on the Application of Dexter Williams d/b/a Trained to Go Movers (the "Applicant") for a Class E Certificate of Public Convenience and Necessity to render household goods motor carrier services on a three-county basis in Berkeley, Charleston, and Dorchester Counties.

II. FACTS AND PROCEDURAL HISTORY

Mr. Williams filed an Application for a Class E Certificate of Public Convenience and Necessity with the Commission on November 19, 2021, appearing *pro se*. The Applicant proposes to render household goods services on a three-county basis in Berkeley, Charleston, and Dorchester Counties.

The Office of Regulatory Staff (ORS), a party of record pursuant to Section 58-4-10 of the South Carolina Code of Laws (Supp. 2021), filed a Notice of Appearance on November 23, 2021. On January 31, 2022, ORS notified the Commission it did not intend to file testimony in the docket, but had reviewed the Application and was of the opinion

that the Applicant would meet the fit, willing, and able requirements of S.C. Code Ann. Regs. 103-133 (2012). ORS also stated it will ensure the Applicant complies with all applicable statutes and regulations and any conditions the Commission establishes before ORS issues the certificate.

By letter dated November 24, 2021, the Clerk's Office of the Commission instructed the Applicant to publish the Notice of Filing (Notice) in newspapers of general circulation in the areas affected by the Application by December 29, 2021. The Notice provided information regarding the nature of the proceeding and advised any person desiring to participate as a party of record to file a Petition to Intervene. The Applicant filed proof of publication on December 20, 2021. No party intervened in this docket.

The Commission held a public hearing on February 1, 2022, at 2:00 p.m., with Chairman Justin T. Williams presiding. The Applicant offered the direct testimony of himself, Dexter Williams. ORS admitted into evidence its correspondence dated January 31, 2022, regarding its review.

On February 24, 2022, the Commission – having received and reviewed the final late filed exhibits required of the Applicant on February 11, 2022, issued a Directive approving the Application for a Class E Household Goods Certificate.

III. EVIDENCE OF RECORD

The Application and evidence presented at the hearing established the Applicant is financially sound, as set forth in its Financial Statement, has a vehicle designated for use in its moving business, has obtained an insurance quote for liability and cargo insurance, and has a plan to provide services on a three-county basis. The Applicant offered the

testimony of its sole proprietor, Mr. Dexter Williams, the Application, and all attendant filings for the Bill of Lading and Tariff. The evidence indicated that the Applicant is familiar with the statues and regulations governing household goods motor carriers operating with a Class E Certificate.

IV. APPLICABLE LAW

The Commission has the authority to approve the classification of every motor carrier in South Carolina, as established in Section 58-23-1010 of the South Carolina Code of Laws (2015). The South Carolina Code of State Regulations (2012) provides: "[a] Class E motor carrier is a common carrier of property (household goods or hazardous waste for disposal) by motor vehicle including a motor vehicle containing goods packed by a packing service. A Class E motor carrier must obtain either a Certificate of [Public Convenience and Necessity] or [fit, willing, and able] from the ORS after approval by the commission." S.C. Code Ann. Regs. 103-114 (2012).

Pursuant to Section 58-23-260 of the South Carolina Code of Laws (2015), ORS, "upon order of the commission, may issue a certificate E for property-carrying vehicles which will not operate upon any particular route or schedule." Furthermore, the statutory provisions governing Classes A and C certificates also apply to Class E certificates. § 58-23-280. Section 58-23-330 sets forth the grounds on which the Commission may approve or deny the issuance of a certificate:

[a]n applicant applying for a certificate . . . may be approved upon a showing based on criteria established by the commission that the applicant is fit, willing, and able to perform appropriately the proposed service. If an intervenor shows or if the commission determines that the public convenience and necessity is being served already, the

commission may deny the application.

Id.

Section 58-23-590 establishes:

- (A) The commission must promulgate regulations necessary to control entry and certification standards, set rates and charges, and establish enforcement procedures and powers to govern the operations of carriers of household goods and hazardous waste for disposal.
- (C) The Office of Regulatory Staff must issue a common carrier certificate or contract carrier permit of public convenience and necessity, upon order of the commission, if the applicant proves to the commission that:
 - it is fit, willing, and able to properly perform the proposed service and comply with the provisions of this chapter and the commission's regulations;
 and
 - (2) the proposed service, to the extent to be authorized by the certificate or permit, is required by the present public convenience and necessity.

The commission shall adopt regulations that provide criteria for establishing that the applicant is fit, willing, and able, and criteria for establishing that the applicant must meet the requirement of public convenience and necessity. The determination that the proposed service is required by the public convenience and necessity must be made by the commission on a case-by-case basis.

S.C. Code of Laws Section 58-23-590 (2015).

Regulation 103-133(1) establishes the proof an applicant for a Class E Certificate must provide to the Commission to give the Commission justification for approving the application:

An application for a Certificate of [Public Convenience and Necessity] . . . to operate as a carrier of household goods

- ... by motor vehicle may be approved upon a showing that the applicant is fit, willing, and able to appropriately perform the proposed service and that the public convenience and necessity are not already being served in the territory by existing authorized service. . . . The following criteria should be used by the commission in determining that an applicant for motor carrier operating authority is fit, willing, and able to provide the requested service to the public:
- a. FIT. The applicant must demonstrate or the commission determines that the applicant's safety rating is satisfactory. This can be obtained from U.S.D.O.T. and S.C.D.P.S. safety records. Applicants should also certify that there are no outstanding judgments pending against such applicant and that applicant is financially fit to do business as a certified carrier. The applicant should further certify that he is familiar with all statutes and regulations, including safety regulations, governing for-hire motor carrier operations in South Carolina and agree to operate in compliance with these statutes and regulations.
- b. ABLE. The applicant should demonstrate that he has either purchased or leased on a long-term basis, necessary equipment to provide the service for which he is applying. Thirty days or more shall constitute a long-term basis. The applicant must undergo an inspection of all vehicles and facilities to be used to provide the proposed service. The applicant should also provide evidence in the form of insurance policies or insurance quotes, indicating that he is aware of the commission's insurance requirements and the costs associated therewith. Additionally, the applicant can file a statement indicating the applicant's purpose for seeking a Class E Certificate, the applicant's 5-year plan if the commission grants the applicant a Class E Certificate, and such other information that may be contained in a business proposal.
- c. WILLING. Having met the requirements as to "fit and able," the submitting of the application for operating authority would be sufficient demonstration of the applicant's willingness to provide the authority sought.

V. DISCUSSION

The Applicant requests approval to receive a Class E Household Goods Motor Carrier Certificate. The evidence presented by the Applicant and ORS indicates the Applicant has shown it is fit, willing, and able to provide motor carrier services under the requirements of South Carolina law. We note the proposed tariff is reasonable and there is no evidence the rates are discriminatory.

ORS performed an inspection of the Applicant and expressed the opinion that the Applicant will meet the fit, willing and able standard the law requires. No person or party notified the Commission of opposition to certifying the Applicant to operate pursuant to its application. Accordingly, the Application of Dexter Williams d/b/a Trained to Go Movers to operate as a Class E Household Goods motor carrier in South Carolina in the Counties of Berkeley, Charleston, and Dorchester should be approved.

VI. FINDINGS OF FACT

- 1. The Applicant is familiar with, and agrees to comply with, all applicable rules and regulations governing motor carriers operating under a Class E Household Goods Certificate.
- 2. The Applicant provided a financial statement indicating it is financially fit to carry out the proposed carrier services.
- 3. The evidence shows the Applicant has the appropriate equipment to provide moving services, and it provided adequate proposal for insurance both liability and cargo.

- 4. The Applicant provided a final Proposed Tariff setting forth its hourly rates and a Bill of Lading.¹ We find the tariff and business plans as presented to be appropriate.
- 5. The Applicant is fit, willing, and able to perform the service it proposes, and the Application should be approved.
- 6. ORS will ensure that the Applicant meets all appropriate requirements for the issuance of a Class E Household Goods Certificate.

VII. CONCLUSIONS OF LAW

- 1. The Applicant is fit, willing, and able to appropriately perform the services proposed in the Application, pursuant to the criteria specified in Regulation 103-133(1).
- 2. The Applicant has shown that public convenience and necessity is not already being served, pursuant to Regulation 103-133(1).

VIII. ORDERING PROVISIONS

IT IS THEREFORE ORDERED:

- 1. The Application of Dexter Williams d/b/a Trained to Go Movers for a Class E Household Goods Motor Carrier Certificate of Public Convenience and Necessity is approved. The Final Tariff is approved and attached as Order Exhibit 1 and the Bill of Lading, with contract terms and conditions, is also approved and attached as Order Exhibit 2.
- 2. That the Applicant, for the duration of operating pursuant to this Class E Household Goods Certificate of Public Convenience and Necessity, shall notify the

¹ The Final Tariff is attached as Order Exhibit 1 and the Bill of Lading, with contract terms and conditions, is attached as Order Exhibit 2.

Commission and the Office of Regulatory Staff (ORS) in writing of any changes to Applicant's mailing and/or physical address, email, telephone numbers, or other contact information.

- 3. The Applicant shall file with ORS the proper license fees, proof of liability insurance (Form E), and other information required by Sections 58-23-10 through 1830 of the South Carolina Code of Laws (2015), by the South Carolina Code of State Regulations 103-100 through 846 (2012), and by Regulations 38-400 through 447 (2011), within ninety days of the date of this Order, or within such additional time as may be authorized by the Commission.
- 4. Upon compliance with the filing of information as required by Sections 58-23-10 through 1830, and Regulations 103-100 through 846, a Certificate shall be issued by ORS to the Applicant authorizing the motor carrier services granted herein.
- 5. Prior to compliance with the requirements regarding the filing of certain information with the ORS and receipt of a Certificate, the motor carrier services authorized by this Order shall not be provided.
- 6. Failure of the Applicant to either (1) complete the certification process by complying with the requirements of filing with the ORS proof of appropriate insurance and the payment of license fees and such other information required by law within ninety days of the date of this Order or (2) request and obtain from the Commission additional time to comply with the requirements stated above, this Order granting the Application shall be deemed null and void, and the Application herein shall be dismissed without prejudice. In this event, no further order of this Commission is necessary.

- 7. Should the Applicant fail to comply with the requirements set forth in this Order, then ORS is requested to furnish the name and docket number of the Applicant to the Commission pursuant to the two-month reporting requirement contained in Order Number 2014-443 (May 21, 2014). After such notification, the Docket shall be closed.
- 8. Dexter Williams d/b/a Trained to Go Movers shall file Annual Reports for the preceding calendar year with the Commission and ORS on or before March 31st of each year, as required by S.C. Code Ann. Regs. 103-231 (2012).
- 9. Dexter Williams d/b/a Trained to Go Movers shall file Gross Receipts for the preceding calendar year with the Commission and ORS, pursuant to annual assessment requirements, using the following form: https://ors.sc.gov/sites/default/files/Documents/Regulatory/Gross%20Receipts/Transportation%20Gross%20Receipts%20Form.pdf. See S.C. Code Ann. §§ 58-3-100 (2015), 58-3-540 (2015), and 58-4-60 (Supp. 2021).
- 10. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:



Justin T. Williams, Chairman Public Service Compission of South Carolina Trained to Go Movers Household Goods Tariff South Carolina

REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE STATE OF SOUTH CAROLINA

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Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by TRAINED TO GO MOVERS. These services are furnished between points and places in <u>Dorchester</u>, <u>Berkley & Charleston Counties</u>.

SECTION 1

1.0 Transportation Charges

Transportation Charges include the hourly rates as listed below.

1.1 Hourly Rates and Charges

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the TRAINED TO GO MOVERS office location, and includes the movers estimate return time to the office location.

Number of Movers Hourly Rate

Two Men and a Truck \$145.00 Three Men and a Truck \$185.00 Four Men and a Truck \$225.00

Each Additional Man \$40.00 per man/per hour

1.2 Office Hours / Minimum Hourly Charges:

TRAINED TO GO MOVERS will operate Monday – Friday, 8:00 am – 6:00 pm and Saturday and Sunday from 8:00am – 4:00pm.

Monday- Friday

Two-Hour Minimum

Charge

Saturday- Sunday Two-Hour Minimum Charge

Recognized Federal Holidays Two-Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 48 hours of their move, Trained to Go Movers will charge the applicable minimum. Hourly rates are the same, seven days a week, 24 hours a day, in every season of the year. Customers are not charged an additional fee for overtime labor.

SECTION 2

2.0 ADDITIONAL SERVICES

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 Bulky Article Charges (per item)

- Upright or Baby Grand Pianos \$180
- Pool Tables- \$275
- Gun cabinet \$90
- Steel Gun Cabinet (in excess of 400 lbs.) \$150
- Hot Tubs, Whirlpools \$250
- Riding Lawnmowers- \$120
- Freezers \$90
- Golf Carts \$150

2.2 Elevator or Stair Carry

TRAINED TO GO MOVERS does not charge an additional fee for elevator or stair carry,

2.3 Excessive Distance or Long Carry Charges

TRAINED TO GO MOVERS does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

2.4 Pick Up and Delivery

TRAINED TO GO MOVERS does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

2.5 Packing and Unpacking

- 2.5.1 TRAINED TO GO MOVERS does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus, the market price of packing materials, including sales tax on the materials.
- 2.5.2 TRAINED TO GO MOVERS is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. TRAINED TO GO MOVERS reserves the right to decline any moves consisting of extremely large or fragile items.

2.6 Piano Charges

TRAINED TO GO MOVERS will move pianos for the hourly rate charge plus a handling charge listed in Section 2.1

2.7 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

2.8 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of TRAINED TO GO MOVERS.

SECTION 3

3.0 RULES AND REGULATIONS

3.1 Claims

- 3.1.1 All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.
- 3.1.2 Claimant must notify carrier of all claims for concealed damage within 30 days of the move. TRAINED TO GO MOVERS must be given reasonable opportunity to inspect damaged items.
- 3.1.3 Although our movers will be careful with your possessions, from time-to-time damages may occur. If damages are caused by our service, TRAINED TO GO MOVERS reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate pursuant to Section 3.4.1 for the damage.

 If there is uamage, notify TRAINED TO GO MOVERS immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 30 days of your move. No damage claims will be honored until the charges for moving services are paid in full.

3.2 Computing Charges

TRAINED TO GO MOVERS rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

3.3 Governing Publications

TRAINED TO GO MOVERS rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Items of Particular Value

TRAINED TO GO MOVERS does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidence of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. TRAINED TO GO MOVERS will not accept responsibility for safe delivery of such articles if they come into TRAINED TO GO MOVERS possession with or without TRAINED TO GO MOVERS knowledge.

3.4.1 Valuation Coverage

TRAINED TO GO MOVERS liability shall be \$0.60 per pound for the actual weight of any lost or damaged article or articles. A claim for any article that may be lost, destroyed, or damaged while in the custody of TRAINED TO GO MOVERS will be settled based on the weight of the article times \$.60 per pound.

This value is often less than the actual value of your article(s).

3.4.2. Full (Replacement) Value Protection. Full replacement coverage may be obtained from third-party providers.

3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of TRAINED TO GO MOVERS Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.6 Delays

TRAINED TO GO MOVERS shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

SECTION 4

4.0 PROMOTIONS

TRAINED TO GO MOVERS shall apply the following promotions, in a uniform and nondiscriminatory fashion:

4.1 Military/Senior Citizens

TRAINED TO GO MOVERS offers no special rates or promotions for Military or Seniors.

UNIFORM HOUSEHOLD FOODS BILL OF LADING AND FREIGHT BILL Dexter Williams DBA Trained To Go Movers

103 Parish Parc drive Summerville SC 29485

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CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as herein after provided.

Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common faw for any loss thereof or damage thereto, except as herein after provided.

(b) The carrier or party in possession of any of the property herein described shall be liable as at common faw for any loss thereof or damage thereto, or delay caused by the act of God. the public entermy, the acts of public authority quarantine, nots, strikes, pents of navigation, the act or default of the shipper or delay caused by the act of God. the public entermy, the acts of public authority quarantine, nots, strikes, pents of navigation, the act or default of the shipper of owner, the nature of the property or defect or inherent version of all or any of the property herein described shall be liable for the loss or demage thereto or responsible by its condition, no carrier or party in possession of all or any of the property herein described shall be liable for or lost of contents of precise of number, no carrier or party in possession of all or other containes unless such contents or open for the carrier of party in possession of all or other containes unless such contents or open for the carrier or party in possession of all or carrier or last agent. (It be property herein described shall not leave the carrier of the carrier or party in possession of any of the property herein described shall not be lasted (affect of the defect of the carrier or party in possession the carrier or party in possession of any of the property herein described shall not be lasted defect of the carrier comes into possession of the shipper, owher, by party entitled to make such request, whether such request was made before or after the carrier comes into possession of the property.

(a) Except in case of negligence of the carrier or party in possession, the carrier or party in possession of any of the property wherein described shall not be lable before or after the carrier comes into possession of the property.

(b) In case of quarant

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary cooperage, packing and repacking at owner's cost.

Sec. 4. (a) Property not proceed by the party entitled to receive it within the free time (of any) allowed by tariffs (awfully on file (such free time to be computed at therein provided) after notice of the arrival of the property at destination or all the plot of export if intended for export has been duly sent or owner, and after placement of the property for delivery at destination, or all the time lender of delivery of the property to the property for the property of the property of the property of the property for the property for the property for the property for the property of the property for the property for

share to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due disgence requires, before the property is stald.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to self the property under such circumstances and in such manner as may be authorized by law.

(p) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, stotage, and any of the same requires special expense, and should there be a balance, it shall be past to the owner of the property sold hereunder.

(f) Where the carrier is directed to load property from (or render any services at) a place or places at which the consignor or his agent is not present, the property shall be at the risk of the owner before loading.

Where the carrier is directed to unload or deliver property for render any services at a place or places at which the consignor or his agent is not present, the property shall be at the risk of the owner after unloading or delivery.

Sec. 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a supulated value of the articles are endorsed hereon.

Sec. 6. Explosives or dangerous goods will not be accepted for shipment Every party whether principal or agent shipping such goods shall be liable for and indemnity the carrier against all loss or damage caused by such goods and a supulated value of the articles are endorsed hereon.

Sec. 6. Explosives or dangerous goods will not be accepted to a shipment for the property of the shipment.

Sec. 7. The owner or consignor is beginned to the property of the shipment of a such property to the shipment of a such

actually shipped.

See, B. If this bill of lading is issued on the order of the shipper, or his agent in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such ship or lading, shall be considered a part of this bill of lading as fully as if the same were written on made in or in connection with this bill of lading.

Sec. 9. Any afteration, addition or erasure in this bill of lading which, shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading shall be writhout effect and this bill of lading shall be enforceable according to its original tenor.